

FILED  
GREENVILLE CO. S. C.  
SEP 29 51 AM '82  
DONNIE S. TANKERSLEY  
R.M.C.

**MORTGAGE**

BOOK 1579 PAGE 559

0559

THIS MORTGAGE is made this ..... first ..... day of ... September .....  
19. 82., between the Mortgagor, ... Bernard LaBorde-Milaa and Dominique LaBorde-Milaa .....  
..... (herein "Borrower"), and the Mortgagee, South Carolina  
Federal Savings & Loan Association, a corporation organized and existing under the laws of United States of  
America, whose address is 1500 Hampton Street, Columbia, South Carolina, (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 46,000.00  
which indebtedness is evidenced by Borrower's note dated September 1, 1982 and extensions and renewals  
thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness,  
if not sooner paid, due and payable on August 1, 1992

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment  
of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and  
the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant  
and convey to Lender and Lender's successors and assigns the following described property located in the County of  
Greenville State of South Carolina:

All that certain piece, parcel or lot of land with the buildings and improvements  
thereon, lying and being at the northwesterly intersection of Sweetwater Road and  
Creekside Road, being known and designated as Lot No. 436 on plat entitled "Map 3,  
Section 2, Sugar Creek," as recorded in the RMC Office for Greenville County,  
South Carolina, in Plat Book 7-X, at Page 2, and having, according to said plat,  
the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Creekside Road, said pin  
being the joint front corner of Lots 435 and 436 and running thence N. 80-47-51  
W. 138.76 feet to an iron pin, the joint corner of Lots 435 and 436; thence  
S. 82-35-57 W. 30 feet to an iron pin, the joint rear corner of Lots 435 and  
436; thence with the common line of said lots S. 7-37-51 E. 161.55 feet to an  
iron pin on the northerly side of Sweetwater Road; thence with the northerly  
side of Sweetwater Road N. 87-58-45 E. 94.27 feet to an iron pin at the  
northwesterly intersection of Sweetwater Road and Creekside Road; thence with  
said intersection N. 52-18-10 E. 36.70 feet to an iron pin on the northwesterly  
side of Creekside Road; thence with the northwesterly side of Creekside Road  
N. 9-32 E. 55.12 feet to an iron pin; thence continuing with said road  
N. 11-48-32 E. 63 feet to an iron pin, the point of beginning.

The above described property is the same property conveyed to the mortgagors  
by deed of Merrill Lynch Relocation Management, Inc. to be recorded herewith.

The lien of the within mortgage is understood and agreed to be junior in rank  
and priority to the mortgage of Perpetual Federal Savings and Loan Association  
dated September 1, 1982 in the original amount of \$64,600.00 recorded in the  
RMC Office for Greenville County in Deed Book 1579, Page 554.

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which has the address of ... 101. Creekside Drive, Greer,  
South Carolina ... 29651 ... (therein "Property Address"):

TO HAVE AND TO HOLD unto Lender and Lender's successors and assigns, forever, together with all the im-  
provements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which  
shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with  
said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,  
grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower  
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,  
subject to encumbrances of record.

- UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:
1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest in-  
debtedness evidenced by the Note and late charges as provided in the Note.
  2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to  
Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in  
full, a sum (therein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and

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